

GOVERNMENT OF ODISHA

**PANCHAYATI RAJ AND DRINKING
WATER DEPARTMENT**



BID DOCUMENT

FOR TENDER CALL NOTICE NO.02 OF YEAR 2018-19

OFFICE OF THE PANCHAYAT SAMITI,
HARICHANDANPUR

**DISTRICT RURAL DEVELOPMENT AGENCY,
KEONJHAR**

**GOVT. OF ODISHA
PANCHAYATI RAJ AND DRINKING WATER
DEPARTMENT
PANCHAYAT SAMITI, HARICHANDANPUR**

ଟେଣ୍ଡର ନୋଟିସ

**Name of the Works: Construction Of Additional
Classrooms at Dalkisahi UP School Bareigoda GP**
**(ଅତିରିକ୍ତ ଶ୍ରେଣୀ ଗୃହ ନିର୍ମାଣ ଦଲକିସାହି ଉଚ୍ଚ ପ୍ରାଥମିକ ବିଦ୍ୟାଳୟ
ବରେଇଗୋଡ଼ ଗ୍ରାମ ପଂଚାୟତ)**

**Estimated Cost: Rs 13,26,000 (Thirteen Lakhs Twenty Six
Thousands only)**

2.Total No. Of Works: 1 Nos

3.Class of Contractor: "C & D"

4.Period of Completion: 6 (Six) Months

6.Date of sale of Tender Paper: - *from Dt_26/11/18 to Dt 1/12/18 during office
hour.*

7.Last date of receipt of Tender Paper: - *Dt.04/12/18 till 5.00PM.*

8.Date and time of Opening of Tender Paper: - *Dt 05/12/18 at 11.00AM.*

The details can be seen from the website <http://www.kendujhar.nic.in> and
from the DTCN.



GOVT. OF ODISHA
PANCHAYATI RAJ AND DRINKING WATER
DEPARTMENT
PANCHAYAT SAMITI, HARICHANDANPUR

At / P.O. :Harichandanpur
Dist. : Keonjhar
PIN – 758028 (ODISHA)
E-mail-
ori-harichandanpur@nic.in

INVITITION FOR BID(IFB)
TENDER CALL NOTICE NO -4872 / 22-11-2018

The Block Development Officer, Harichandanpur invites sealed percentage rate bid tenders on behalf of Governor of Odisha from registered and eligible Civil Contractors of the State P.W.D (R&B) / Water Resources / Rural Works / M.I. / C.P.W.D for the following works eventually to be drawn up in the P.W.D. P-1 Agreement forms in conformity with the Detailed Tender Call Notice.

Sl. No.	Name of the G.P.	Name of the work	Amount put tender rupees.	Cost of tender paper non-refundable (in rupees)	E.M.D. in Rupees. (1 %)	Time for completion of the work in months/days	Class of Contractor
1	Bareigoda	Construction Of Additional Class rooms at Dalkisahi U.P. School	1109409	6000	13260	Six Months	C & D

1. The tender papers will be available in the official website <http://www.kendujhar.nic.in> from **Dt. 26/11/18 to Dt 01/12/18 up to 5.00PM during office hours** and can be downloaded from the website. In case any tenderer fails to download the tender paper, they may contact the office of Block development Officer for a **softcopy during office hours from Dt 26/11/18 to Dt 1/12/18 during office hour** on payment of Rs. 200/per CD.
2. The tender must pay non-refundable service charges as mentioned against each work in shape of bank draft from **any nationalized Bank payable to the HARICHANDANPUR drawn in favour of Block Development Officer, HARICHANDANPUR** or else tender paper will be rejected.
3. Bidders submitting downloaded bid documents from official website of NIC, Keonjhar (<http://www.kendujhar.nic.in>) are requested to deposit the requisite **non-refundable fees i.e . cost of tender paper of Rs. 6000/--** with in shape of demand draft and prepared on or before last date of sale

**GOVT. OF ODISHA
PANCHAYATI RAJ AND DRINKING WATER
DEPARTMENT
PANCHAYAT SAMITI, HARICHANDANPUR**

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**Name of the Works: Construction Of Additional
Classrooms at Dalkisahi UP School Bareigoda GP**
(ଅତିରିକ୍ତ ଶ୍ରେଣୀ ଗୃହ ନିର୍ମାଣ ଦଲକିସାହୀ ଉଚ୍ଚ ପ୍ରାଥମିକ ବିଦ୍ୟାଳୟ

ବରେଇଗୋଡ଼ ଗ୍ରାମ ପଂଚାୟତ)

**Estimated Cost: Rs 13,26,000 (Thirteen Lakhs Twenty Six
Thousands only)**

2.Total No. Of Works: 1 Nos

3.Class of Contractor: "C & D"

4.Period of Completion: 6 (Six) Months

6.Date of sale of Tender Paper: - *from Dt_26/11/18 to Dt 1/12/18 during office
hour.*

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The details can be seen from the website <http://www.kendujhar.nic.in> and
from the DTCN.



GOVT. OF ODISHA
PANCHAYATI RAJ AND DRINKING WATER
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PANCHAYAT SAMITI, HARICHANDANPUR

At / P.O. :Harichandanpur
Dist. : Keonjhar
PIN - 758028 (ODISHA)
E-mail-
ori-harichandanpur@nic.in

INVITATION FOR BID(IFB)

TENDER CALL NOTICE NO - 4872 / 22-11-2018

The Block Development Officer, Harichandanpur invites sealed percentage rate bid tenders on behalf of Governor of Odisha from registered and eligible Civil Contractors of the State P.W.D (R&B) / Water Resources / Rural Works / M.I. / C.P.W.D for the following works eventually to be drawn up in the P.W.D. P-1 Agreement forms in conformity with the Detailed Tender Call Notice.

Sl. No.	Name of the G.P.	Name of the work	Amount put tender rupees.	to in	Cost of tender paper non-refundable (in rupees)	E.M.D. in Rupees. (1 %)	Time for completion of the work in months/days	Class of Contractor
1	Bareigoda	Construction Of Additional Class rooms at Dalkisahi U.P. School	1109409		6000	13260	Six Months	C & D

1. The tender papers will be available in the official website <http://www.kendujhar.nic.in> from Dt. /12/18 to Dt /12/18 up to 5.00PM during office hours and can be downloaded from the website. In case any tenderer fails to download the tender paper, they may contact the office of Block development Officer for a softcopy during office hours from Dt_26/11/18 to Dt 1/12/18 during office hour on payment of Rs. 200/per CD.
2. The tender must pay non-refundable service charges as mentioned against each work in shape of bank draft from any nationalized Bank payable to the HARICHANDANPUR drawn in favour of Block Development Officer, HARICHANDANPUR or else tender paper will be rejected.
3. Bidders submitting downloaded bid documents from official website of NIC, Keonjhar (<http://www.kendujhar.nic.in>) are requested to deposit the requisite non-refundable fees i.e . cost of tender paper of Rs. 6000/-- with in shape of demand draft and prepared on or before last date of sale

of tender paper and submit the same along with the bid keeping in a separate envelop marks cost of tender documents downloaded from internet.

4. Procedure for receiving Tender Documents/Papers:

The tender paper will **be received by registered post/speed post up to 5.00PM till Dt.04/12/18** sealed tender paper must be accompanied with attested copies of **Valid Contractor License, Certificate of GSTIN, Pan Card, No Relation Certificate, Non-refundable service charges. EMD @1%** of the amount in shape of **NSC/KVP/POTD/Deposit receipt** of any schedule bank duly pledged in favor of the Block Development Officer, Harichandanpur and an affidavit regarding authenticity of the documents produced without which the tender paper is liable for rejection. The tenderer must write in capital letter "TENDER PAPER" on the right site top corner of the envelope containing the tender documents. The department will not be held responsible for any delay, loss or damage of the tender during postal transit.

5. The tender paper shall be opened by the BDO or his authorized officer in presence of the tenderer or their authorize agents on the schedule date and time as mentioned below:

6. **Date of sale of Tender Paper: - from Dt_26/11/18 to Dt 1/12/18 during office hour.**

.Last date of receipt of Tender Paper: - Dt.04/12/18 till 5.00PM.

Date and time of Opening of Tender Paper: - Dt 05/12/18 at 11.00AM.

If the office happens to be closed on the date of receipt /opening of the bids as specified, the bids will be received /opened on the next working day at the same time & venue.

7. Transfer or adjustment of EMD & ISD amount with other works will not be entertained.
8. **The SC/ST bidders** willing to avail the benefits allowed by Govt. to ST/SC candidates must furnish the XEROX COPY OF CASTE CERTIFICATE and an Affidavit at the time of submission of tender documents and will be followed the resolution 16262/Works Dt 30/10/18.
9. **The Engineer bidders** seeking exemption of EMD must submit their original licence at the time of opening of tender papers failing which the tender is liable for rejection.
10. Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, **only the successful bidder who has quoted less bid price/rates** than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged **in favour of the Block Development Officer, HARICHANDANPUR within seven days**, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

11. The Competent Authority reserves the right to reject any or all the bids

or to cancel the Tender without assigning any reason

and the decision of the competent authority of this Department in this regard shall be final and binding.

Vetted by
Munir Patel
22/11/18
Account Officer

[Signature]
22/11/18
Block Development Officer

Approved by
[Signature]
22/11/18
Add. Project Director, (Tech.)

Memo No. 4873 Dt. 22-11-2018

Copy forwarded to the D.I.O, NIC, Keonjhar for information with a request to display the Tender Call Notice and Tender Documents in the Dist. Web-site from Dt_26/11/18 to Dt 1/12/18. The CD containing Encl:-soft copy as above-1No.

[Signature]
22/11/18
Block Development Officer
Harichandapur Block

Memo No. 4874 Dt. 22-11-2018

Copy forwarded to the Deputy Director(Press), I & PR Deptt., Govt. of Odisha, Bhubaneswar/Local Representative of daily Odia Newspaper "SAMBAD" / "PRAMEYA" and "Orissa Post" with a request to get it published in shortest space possible at an early date for wide circulation of Tender Call Notice. Complimentary copy of newspapers containing Tender Call Notice may be sent to this for reference and record.

[Signature]
22/11/18
Block Development Officer
Harichandapur Block

Memo No. 4875 Dt. 22-11-2018

Copy submitted to the Commissioner-Cum-Secretary to Govt./Director PR-Cum-Special Secretary to Govt. of Odisha, PR Depart., Bhubaneswar for favour of kind information.

[Signature]
22/11/18
Block Development Officer
Harichandapur Block

Memo No. 4876 Dt. 22-11-2018

Copy submitted to the Collector & District Magistrate, Keonjhar for favour of kind information.

Block Development Officer
Harichandanpur
Harichandanpur Block

Memo No. 4877 Dt. 22-11-2018

Copy to the Project Director, DRDA, Keonjhar/ All PA,ITDA in Keonjhar/ Sub-Collector, Champua / Keonjhar / Ananadapur/ All Block Development Officers on Keonjhar Dist. for wide circulation with a request to display the Tender Call Notice on their Notice Board.

Block Development Officer
Harichandanpur
Harichandanpur Block

Memo No. 4878 Dt. 22-11-2018

Copy forwarded to the Assistant Executive Engineer/Assistant Engineer/Junior Engineer/GPTA/Head Clerk//Establishment Section/Accountant section of the Office of the Block Development Officer, Harichandanpur for information.

Block Development Officer
Harichandanpur
Harichandanpur Block

Memo No. 4879 Dt. 22-11-2018

Copy to Notice Board, Panchayat Samiti, Harichandanpur

Block Development Officer
Harichandanpur
Harichandanpur Block

TENDER SCHEDULE

Name of project :-construction of 3Nos of class Rooms at Dalkisahi U.P.School

BLOCK:- HARICHANDANPUR ,AT:-Dalkisahi U.P.School ,GP:- BAREIGODA

AMOUNT PUT TO TENDER :-Rs 11,09,409.60

Class of contractor:'C & D'

COST OF TENDER PAPER:-Rs 6000/-

E.M.D @1% of tender valu

TIME OF COMPLITION :- 6(Six)calender months

B O Q

SL no	ITEM	Quantity	Unit	Rate	Amount
1	hard soil or gravelly soil with all leads,lifts and delifts to proper section and profile	67.31	CUM	126.14	8490.33
2	Filling in foundation with sand, watered and rammed including cost, conveyance and royalty of materials.	76.31	cum	537.53	41018.04
3	Cement concrete (1:3:6) with 40mm size H.G metal , Compaction by plate vaibrater including cost conveyance and royalty of materials,	21.43	cum	4312.36	92399.57
4	RRHG stone masonry in C.M (1:6) for F & P including cost, conveyance, and royalty of materials.	25.37	cum	2722.07	69056.18
5	C.M (1:6) in superstructure of size 23CMx11CMx8CM having cruching strength not less than50 kg/sqcm including cost,conveyance and royalty of materials with labour charge etc complete in all	40.16	cum	3790.19	152214.03
6	RCC (1:2:4) work with crushed granite 20mm down grade coures aggregate of approved quality mixing by concrete mixture including cost,conveyance,royalty and other taxes of				
(I)	Col-foundation	10.01	cum	4976.14	49800.76
(II)	Plinth bend	5.58	cum	5284.44	29464.04
(III)	Lintel & chaja	6.72	cum	7902.33	53084.82
(IV)	Roof slab	18.91	cum	8222.17	155506.91
7	HYSd steel (Fe - 415) including Cutting, Bending, hooking, welding the M.S rod and Binding,tying the grills, hoisting, lowering and placing in position as required for RCC works including cost, conveyance and tax of	32.97	Qtl	6023.22	198594.23
8	with 6mm size H.G chips or bajri on new work including cost, conveysnce & royalty of materials etc.	161.12	Sqmt	237.81	38316.52

9	2.5cm thick A.S Flooring in C.C(1:2:4) with 12mm size H.G chips including punning including cost, conveyance & royalty of materials.	129.38	Sqmt	235.72	30496.30
10	Making & fitting of steel doors, windows & grills as per direction	1097.25	K.G	103.76	113848.34
11	12mm thick cement plastering in C.M (1:6) over Out side wall including watering and curing with cost, conveyance & royalty and taxes of all materials and cost of all labour charge required for the work etc complete.	401.33	sqmt	103.90	41698.89
12	Finishing doors & windows with enamel paint. @ 2.25 times of steel area used in doors & windows	107.54	sqm	145.43	15640.31
13	Finishing walls with cement washing to exterior surface of wall with approved shade with two coats to given an even shade	216.69	sqm	36.39	7884.50
14	Disttempering two coat with any approved st	184.64	sqmt	49.80	9195.82
15	Cost of supplying & fixing R.C.C jally in sky lig	18	Nos	150	2700.00
SUB TOTAL					1109409.60

Subodh
G P T A
Harichandanpur

[Signature]
Asst. Ex. Engineer
Harichandanpur Block

[Signature]
22/11/18
Block Development Officer
Harichandanpur Block

[Signature]
22/11/18
ADDL. P.D. (TECH.)
DRDA, KEONJHAR

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

1. Tenders in sealed envelopes for the works: "**Construction Of Additional Classrooms at Dalkisahi UP School Bareigoda GP** (ଅତିରିକ୍ତ ଶ୍ରେଣୀ ଗୃହ ନିର୍ମାଣ ଦଲକିସାହି ଉଚ୍ଚ ପ୍ରାଥମିକ ବିଦ୍ୟାଳୟ ବରୋଇଗୋଡ଼ ଗ୍ରାମ ପଂଚାୟତ) **Estimated Cost: Rs 13,26,000 (Thirteen Lakhs Twenty Six Thousands only)**" will be received from **Dt_26/11/18 to Dt 04/12/18 during office hour 5.00 P.M** in the Office of the BLOCK DEVELOPMENT OFFICER as mentioned in TCN & will be opened by the Block development Officer or his authorized subordinates in the office of THE BLOCK DEVELOPMENT OFFICER Dt 05/12/18 at 11.00AM. in the presence of the tenderer or their authorized agents. Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice needs submits the tenders.
2. Tender documents for the above works may be obtained from the office of the respective Block Development Officer on payment of cost of tender papers mentioned in the Notice inviting tenders. The **last date of sale of tender papers is up to 5.00 P.M. dt. Dt.04/12/18.**
3. The tender is to be submitted in single cover to containing EMD, signed DTCN, attested copy of registration certificate, special condition if any, GSTIN and PAN card affidavit regarding correctness of the documents submitted with the tender, certificates duly filled-in documents required as per the relevant clauses of this DTCN along with price bid duly filled in and signed by the tenderer. The cover is to be sealed and super scribed with the name of the work as "Tender for the work.

(to be filled by contractor).

4. The tenders shall produce original Registration certificate, PAN card, GSTIN certificate during opening of tender before the undersigned for verification, if desired by the tender opening authority.
5. **Earnest Money Deposit and Initial Security Deposit:** All contractors for the purpose of participation in tender have to deposit 1% of the bid amount as earnest money of the time of submission of tender and other 1% of the bid amount at the time of drawal of agreement as initial security deposit in the following manner.
(i) Deposit receipt of Schedule Bank, (ii) Kissan Vikash Patra, (iii) Post office Savings Bank Account, (iv) National Savings Certificate, (v) Post Office Time Deposit Account **duly pledged in favour of the BLOCK DEVELOPMENT OFFICER, HARICHANDANPUR.**
6. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the term and conditions of the O.P.W.D. code and will not carry and interest. the earnest money will be refunded to the unsuccessful tenderers on application.
7. The prescribed form along with other documents can be obtained from the office of the BLOCK DEVELOPMENT OFFICER on payment requisite cost as stipulated in the tender call notice (above) in shape of cash or Demand draft drawn on any Nationalised Bank in favour of the BLOCK DEVELOPMENT OFFICER payable at S.B.I. The amount is not refundable. Tender must be submitted in sealed covers, the envelope containing the bid document should be super scribed with the " Name of the Work".
8. If the tender documents sent through registered post do not reach in the concerned office by the appointed date and time, the offer will not be considered on any account even if the tender documents were despatched by the tenderer before the due date.
9. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wording will not be accepted.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR DETAILED TENDER CALL NOTICE

10. No tender document will be sold to the intending tenderers after the schedule date and time fixed for the purpose.
11. No tenderer will be permitted to furnish their own manuscript papers. All information should be submitted in English. The tenderer is required to sign on each page of the tender documents at the bottom of each page.
12. The work is to be completed in all respects as per the scheduled time mentioned in the DTCN Col-7 calendar months including rainy season from the date of issue of work order. **Tenderers whose tender is accept must submit a work programme at the time of execution of Agreement.**
13. All tenders received will remain valid for the period of 90 (ninety) days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
14. **The contractor should quote his rate in percentage excess or less or SOR only.** The rates should be written both in the words and figures and in decimal coinage. In case of any discrepancy in rates between words and figure, the rates quoted in words will prevail. The tender shall be written legibly and free from erasers, over writing or corrections of figures. Correction where unavoidable should be made by making out, initialling, dating and rewriting.
15. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawing and codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
16. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tenderer rates noted by the tenderer will hold good in case of such modification of drawing during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the engineer-in-charge as and when required.
17. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries have been misjudged cannot be entertained.
18. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the Contractor's registration certificate. Pan card, GSTIN clearance certificate, affidavit regarding correctness of documents and the original certificates are to be produced before the BLOCK DEVELOPMENT OFFICER at the time of execution of the agreement for verification.
19. The tenderer may at his option quote reasonable rate of percentage for work carefully so that the rate for the work should not be unworkable low and for others too high.
20. Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the BLOCK DEVELOPMENT OFFICER

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

Officer within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

21. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
22. Letters etc. found in the tender box regarding raising or lowering the rates or dealing with any point in connection with the tender will not be considered.
23. Schedule of quantities are accompanied in single Cover. it shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alteration or omission, deduction or alterations set forth in the conditions of the contract and such omission, deductions, additions or alterations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

25. **The department reserves the rights of authority to reject any or all the tenders received without assigning any reason what-so-ever.**
26. **The tenderers whose tender is selected for acceptance shall within a period of seven days upon written information being given to him on acceptance of his tender make an initial security deposit in form of National Saving Certificate / Kissan Vikash Patra / Postal office time deposit / Post office saving Pass Book duly pledged in favour of THE BLOCK DEVELOPMENT OFFICER ,HARICHANDANPUR and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. P-1 form for the fulfilment of the contract in the office of the BLOCK DEVELOPMENT OFFICER or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement, shall be retained as security for the due fulfilment of this contract. Failure to enter in the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money deposited. The written agreement is to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. **The security deposit is refundable after 6 months or such period as specified in the P-1 agreement from the date of satisfactory completion of the work provided that the contractor's final bill has been paid and will not carry any interest.****
27. As concurred in by Law department & Finance Department in their U.S.R. No 848 dtd 21.05.97 J.O.R. No. 202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
28. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the state of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
29. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

30. Tenders are required to abide by the fair wages clause as introduced by Govt of Orissa, Works Department Letter No.- VIII R 8 / 5225, Dtd -26.02.55 and No-IIM 56 / 628842 (5) Dtd,- 27.09.61 as amended from time to time.
31. In case of any complaint by the labourers working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
32. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tools conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt for temporary occupation of land owned by Govt at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) fees and duties levied by the municipal/ NAC / Panchayat/ canal or water supply authorities.
 - e) Suitable equipment and wearing apparatus for the labours engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at work and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h) The contract has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
33. After the work is finalised, all surplus materials, all rubbish, debris should be removed from the site of work. Preliminary work such as vats, mixing platforms. etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
34. No Payment will be made for bench marks, level pillars profiles and benching and levelling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
35. It should be understood clearly that claim what so ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-Charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
36. The tenderer shall have abided by the C.P.W.D. safety code introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
37. If any further necessary information is required THE BLOCK DEVELOPMENT OFFICER will furnish such but it must clearly understand that the tenders must be received in order and according to the instructions.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

38. **No Relation certificate.**

The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an GPTA/JE & above in the state P.R and D.W. Deptt. or Assistant Secretary & above in the P.R. and D.W. Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide. **Schedule-A.**

39. An applicant or any of its constituent partners of whose contract for such nature of work has been rescinded or who has abandoned any such work in the last five years, prior to the date of the bid, shall be debarred from qualification. An affidavit to the effect is to be furnished in **Schedule-F.**
40. Tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering.
41. Steel shuttering & centering or seasonal sal wood planks / . bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
42. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structure if found defective in their opinion.
43. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
44. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
45. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what- so- ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
46. If the contractor removes Governments materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the material according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
47. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional Office -in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storages, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.
48. The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
49. All the materials will be procured by the contractor and he will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or Tor steel/ M.S. Angels, Tees and Joists etc. After the issue from the R.W. D. stores the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

50. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
51. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
- 52.
53. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
54. No part of the contract shall be sublet without written permission of the Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment contractor's behalf.
55. Any damages caused by natural calamities should be done by the contractor at his own cost. The department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
56. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas, land approach road to the work site etc. are the responsibility of the contractor.
57. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
58. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
59. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the departments at any time during the progress of the work.
60. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
61. Baling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and levelling ground where required. The rates quoted should be the items of work inclusive these incidental items of work.
62. All the quantities mentioned in the schedule are combine for ground floor land multi floors in case multi storied building the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
63. All fitting for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
64. **Payment for variation in price** - (Vide Works department Memorandum No-12073 / W dt. 7.4.1986 and No -21369 dt. 25.09.91)
 - a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decreases in the average wholesale price index (all commodities), and the contractor there upon necessarily and Properly Pays in respect of that material (incorporated in the work) such

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times (Pm/100) \times R \times ((i-io) / io)$$

Vm= Increase or decrease in the cost of work during the quarter inconsideration due to change in the price of the materials.

R= The value of work done in Rupees during the quarter under consideration.

io= The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i= The average whole sale price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub clause of this clause.

- b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the Contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times (PL/100) \times R \times ((i-io)/io)$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R= The values of work done in Rupees during the quarter under consideration.

io=The minimum wages for labour prevailed during the quarter under consideration in which thender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

- c) Similarly, if during the progress of work, the price of petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decrease as a result of the price fixed there for by the Government of India and the contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used an execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R(D_2 - D_1)}{D_1}$$

KI= Increase or Decrease in the cost of work during the quarter under consideration due changes in the price of P.O.L.

R= The value of the work done in Rupees during the quarter under consideration.

D₁= Average Price per Liter of diesel oil which was fixed by the Government of India.

During the quarter in which the tender was opened.

D₂= Average Price per liter of Diesel oil which fixed during the quarter under consideration.

K₂= Percentage of P.O.L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P.O.L. component for reimbursement / refund on variation in price of material, labour and P.O.L. as per.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

Sub-classes (a), (b) and (c) of this Clause.

Category of Works	Contractor' Supply		% of P.O.L	Departmental Supply of material
	% Materials	% Labour		
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earth work, Canal work, Embankment work etc,	20%	60%	5%	15%
(R &B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

(* Where brick is supplied by the Department, It should be 20 % instead of 30%)

- e) Vide works department letter No- 21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P.O.L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

" In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variation is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in term of the relevant provisions of the agreement, In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from".

- f) The contractor shall for the purpose of sub- clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer -in Charge furnish, verified in such a manner as the Engineer-in-charge may require and document kept and such other information as the Engineer -in charge may require the contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

65. After completion of the work the contractor shall arrange at his own cost all requisite equipment for testing building if found necessary and bear entire cost of such test.
66. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No, 48443/F Code- 46/95 dt. 11.12.1995.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

67. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
68. No claim for carriage of water what so ever will be entertained.
69. The contractor shall employ one or more Engineer Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs, 2,50,000/-. The apprentices will be selected by the chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid in the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
70. Under no circumstance interested is chargeable for the dues or additional dues if any payable for the work.
71. Under section 12 of contractor's labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
72. **Sample of all Materials** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer. Charges for testing will be borne by the contractor. The contractor shall have no claim so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause of the P-1 Contract.
73. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code. National Building code and CPWD specifications are also binding on the part of the contractor. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge. In the event of any delay in the supply of department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
74. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued the contractor only if it is desirable in the interest of Govt works and if these can be spared without inconvenience to the Department. The Sanction of the superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bill of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plants and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason expect for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery goes out of order

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make of the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be liable. These charges will be fixed by the engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours any shift without prior written permission of the Engineer-in-charge. The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case Concrete mixtures, pavers and similar such type of equipment's, the contractor shall arrange to get the hopper cleaned and the drums etc, washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed. The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damage and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. Arising from any cause what-so-ever. The contractor shall provide full time choukidar/watchman for guarding the plant and machinery at site if the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time in the event of the non-return of the machinery, the full value of the article at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

75. **FORM OF AGREEMENT** - The contractor shall, before taking the possession of the machinery; enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hour of daily works for each of the plant machinery supplied to the contractor will be maintained by the department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fail to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS

This agreement made the _____ Two Thousand _____ between (here-in- after referred to as "The hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

Where as the hirer desirous of hiring the tools and plants of the P.W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here and between the parties here to as follows: -

- a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other standing in the name of contractors in the book of the Department or any other Government Department. The Govt. agrees to let hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the PR and DW/P.W.D. or R.W. Department workshop at District: _____.
- b) The rate of higher charges will be as mentioned in the schedule attached.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof without the previous written approval of the Engineer-in-charge.
- d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the PR and DW/P.W.D. or R.W. Department workshop/store at District: Keonjhar . in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be opened for inspection at all times to the officers of the Government.
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc, arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR
DETAILED TENDER CALL NOTICE

hours from the date of receipt of such order in writing. In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.

- n) In case of any disputes between the hirer and the Government the decision of the Superintendent Engineer shall be final.
- o) This agreement shall be operated by the Engineer-in-charge on behalf the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No	Description and Name of the articles	No	Amount of hire per hour	Remarks

In witness where of the hirer and the Engineer-in-Charge has for and behalf of the Governor of the State have set their respective hand, the day and year here in above written.

Signed by :

1. _____ 2. _____

Signed sealed and delivered in the presence of

1 _____ 2. _____

- a) Under section 12 of the contract labour regulation and abolition Act 1970 the Contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.
- b) The K.B. brick should be well burnt and good quality, the brick should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
- c) It is the responsibility of the contractor to produce and store explosive required for blasting operation. Department may tender necessary possible help for procuring licence.
- d) If further necessary information is required the Block Development Officer will furnish such, It must be clear understood that the tender must be received in order and according to the instruction.
- e) The Contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work the time schedule. No extension of time be granted on the application of the contractor due to delay in procurement of materials.
- f) Though Department issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange themselves cement, steel bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
- g) TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

DETAILED TENDER CALL NOTICE

correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

Amendment of existing Clauses :- By admission of a tender for the work a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat / rice referred to above, medical aid, labour and food stuff etc., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates and materials with taxes, octroi, other duties lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in charge of the work and his authorised subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

- a) From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt of Orissa harmless for any claims for Injuries to person or structural damages to properly happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
- b) Where it will be found necessary by the Department, the Office-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Block. Officer-in charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the Office of the Panchayat Samiti, and shall not be removed from the site of work without written permission of the Block development officer and to be submitted to the Engineer-in-charge every month.
- c) The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper. Form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate to that effect should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. if in any month there are no claims to record, a certificate should be furnished by the contractor in the claims book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge of competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work are liable to be summarily rejected. The claim book is the property of the PR and DW deptt. and shall be surrendered by the contractor to the

CONTRACTOR

BLOCK DEVELOPMENT OFFICER

OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR DETAILED TENDER CALL NOTICE

Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

- d) **All reinforcement shall be checked and recorded prior to concreting by both the Engineer-in-charge(AE/JE/GPTA) and the Assistant Executive Engineer; and the contractor shall countersign this. Entire concreting work shall be done in the presence of an officer not below the rank of GPTA or Junior Engineer. The contractor shall, therefore, give notice of at least two days before the reinforcement works to the Sectional Officer (AE/JE/GPTA), the Assistant Executive Engineer AND Block Development Officer and so that the works can be checked by.**
- e) Number of tests as specified in I.R.C. / MoRT&H / I.S.I. specification required for the construction of roads / bridges / building or any other structural works will be conducted in any Govt. Test house / Departmental laboratories / reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples / specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in charge and on both the accounts the cost shall be borne by the contractor.
- f) Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above. After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
- g) The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "B" and affidavit in schedule "C".
- h) The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
- i) **The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.**

CONTRACTOR

BLOCK DEVELOPMENT OFFICER